



# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

DAVID SANDERS, Ph.D.  
DIRECTOR

Board of Supervisors

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Fifth District

June 6, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENTS TO EXTEND TWO AGREEMENTS WITH  
THE COMMUNITY COLLEGE FOUNDATION (TCCF) FOR INDEPENDENT LIVING  
PROGRAM (ILP) LIFE SKILLS TRAINING SERVICES AND EARLY START TO  
EMANCIPATION PROGRAM SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign the attached Amendment Number Three (Attachment A) to Agreement Number 73059 with The Community College Foundation (TCCF) for an additional twelve (12) months from July 1, 2006 through June 30, 2007 for the provision of Independent Living Program Life Skills Training (LST) Services to foster/probation youth for a Maximum Annual Contract Sum of \$2,150,161. The total revised Maximum Contract Sum from October 3, 2000 through June 30, 2007 will be \$14,513,587. The total cost of this twelve-month extension is \$2,150,161 and is financed 100% by Federal and State Independent Living Program (ILP) funds. Sufficient funding is included in the FY 2006-07 Proposed County Budget.
2. Approve and instruct the Mayor to sign the attached Amendment Number Four (Attachment B) to Agreement Number 74076 with TCCF for an additional twelve (12) months from July 1, 2006 through June 30, 2007 for the provision of Early Start to Emancipation Program (ESTEP) assessment and educational services to foster/probation youth for a Maximum Annual Contract Sum of \$2,387,565. The total revised Maximum Contract Sum from July 9, 2002 through June 30, 2007 will be \$11,937,825. The total cost of this twelve-month extension is \$2,387,565 and is financed by 54% Federal and State ILP and 46% State

Specialized Care Incentive and Assistance Program (SCIAP) funds. Sufficient funding is included in the FY 2006-07 Proposed County Budget.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current expiration date for both Agreements is June 30, 2006. The recommended actions will enable Department of Children and Family Services (DCFS) to: (a) complete the revision of a new Youth Development Services (YDS) program solicitation which will replace the services provided by the current LST and ESTEP Programs; (b) revise the YDS Statement of Work (SOW) to reflect consistent services across multiple contracts, such as one contract per Services Planning Area (SPA); (c) develop SPA-based budgets; and (d) restructure the solicitation to procure YDS under multiple contracts with a start date of July 1, 2007. Without the twelve-month extensions, Independent Living Program's LST and ESTEP Services will lapse until the new program and solicitation process is completed. Interruption in these services would be detrimental to the youth served by the programs.

DCFS prepared a solicitation for an advertised procurement of the new YDS program under one contract with a start date of July 1, 2006. YDS services were to be provided Countywide. Subsequently, and prior to the release of the official Request for Proposals (RFP), DCFS determined that it is in the best interest of the County of Los Angeles to procure YDS under multiple contracts.

Because ILP Services and ESTEP are partially funded by the State, approval to extend these Agreements has been requested from the California Department of Social Services (CDSS), pursuant to CDSS' Management and Office Procedures Manual, Purchase of Service, Section 23-650.18. CDSS has granted approval to extend both the ILP Services and ESTEP Agreements for an additional twelve (12) months (Attachment C).

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 1 (Service Excellence), Goal 3 (Organizational Effectiveness), and Goal 5 (Children and Families' Well-Being). Continued provision of ILP Services and ESTEP services to youth in out-of-home care will facilitate their transition to independent living.

### **FISCAL IMPACT/FINANCING**

The cost of the twelve-month extension of the ILP Services Agreement is \$2,150,161. The Maximum Contract Sum payable under the ILP Services Agreement for the complete term of the Agreement from October 3, 2000 through June 30, 2007 will be \$14,513,587. The cost of the Agreement is financed 100% by Federal and State ILP funds; there is no net County cost (NCC). Sufficient funding is included in the FY 2006-07 Proposed County Budget.

The cost of the twelve-month extension of the ESTEP Agreement is \$2,387,565. The Maximum Contract Sum payable under the ESTEP Agreement for the complete term of the Agreement from July 9, 2002 through June 30, 2007 will be \$11,937,825. The cost of the Agreement is financed by 54% Federal and State ILP and 46% SCIAP funds; there is no NCC. Sufficient funding is included in the FY 2006-07 Proposed County Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

TCCF is an independent private entity, which has contracted with Los Angeles County since 1987 to provide services to Los Angeles County foster/probation youth who do not have a support network for real-world living. ILP Services serves youth aged 16 up to 21, and ESTEP serves youth 14-15 years of age.

Under the provisions of the Agreements, TCCF has subcontracted with individual Los Angeles Community College District schools to provide ILP/Emancipation Services. ILP Services and ESTEP provide youth with: (a) tutoring for youth 14-15 years of age as part of ESTEP; and (b) the opportunity to participate in essential living skills-building workshops and to attend various events as part of both ILP Services and ESTEP. These activities are designed to prepare these youth for recognizing the opportunities they have, for making the right choices during the years leading to their emancipation, and for successfully emancipating from the foster care/Probation systems and leading their independent young adult lives as responsible members of the community.

TCCF has agreed to extend the current Agreements for a twelve-month period with no rate increase or change in the scope of services.

The current Agreements include a provision that the County has no obligation to pay the Contractor for expenditures exceeding the Maximum Contract Sum. Furthermore, the Contractor will not be asked to perform services exceeding the Contract amount, scope

of work, or Contract dates, and the County may terminate the Agreements at any time by providing a 30-day advance written notice to the Contractor.

TCCF is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements.

The Amendments have been approved as to form by County Counsel, and the CAO has approved the Board letter. The Probation Department concurs with the extension of these Agreements.

### **CONTRACTING PROCESS**

On September 20, 2005, your Board approved Amendment Number Two to Agreement Number 73059 with TCCF for the provision of Independent Living Program Services and Amendment Number Three to Agreement Number 74076 with TCCF for the provision of Early Start to Emancipation Program services, to extend the Agreements for an additional nine months through June 30, 2006. The Amendments provided additional time to develop the YDS program with services to be provided by a single contractor. The development now entails restructuring the program for the provision of services by multiple contractors.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended Amendments.

### **IMPACT ON CURRENT SERVICES**

These Amendments will allow DCFS to continue providing ILP and ESTEP Services after June 30, 2006, without interruption, to youth in out-of-home care.

**CONCLUSION**

Upon approval and execution of this Amendment by your Board, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and its attachments to:

1. Department of Children and Family Services  
Contract Development and Fiscal Monitoring  
Attention: Walter Chan, Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020
2. Office of the County Counsel  
Attention: David Beaudet, Deputy County Counsel  
Kenneth Hahn Hall of Administration Room 648  
500 West Temple Street  
Los Angeles, CA 90012
3. Community College Foundation  
Attention: Delia Johnson, Senior Vice President  
3530 Wilshire Boulevard, Suite 610  
Los Angeles, CA 90010

Respectfully submitted,

DAVID SANDERS, Ph.D.  
Director

DS:AC:WC:RML:EO

c: Chief Administrative Officer  
County Counsel  
Probation Department

Attachments (3)

**AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 73059  
WITH THE COMMUNITY COLLEGE FOUNDATION (TCCF)  
FOR INDEPENDENT LIVING PROGRAM (ILP)  
LIFE SKILLS TRAINING (LST) SERVICES**

This Amendment Number Three (hereafter, Amendment) to Agreement Number 73059 for Independent Living Program services (hereafter, Agreement) is made and entered into at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Los Angeles (hereafter "COUNTY") and The Community College Foundation (hereinafter "CONTRACTOR").

**W I T N E S S E T H**

WHEREAS, the parties have previously entered into an Agreement for the provision of Independent Living Program (ILP) Life Skills Training (LST) Services;

WHEREAS, the parties agree to extend the term of the Agreement to allow the COUNTY time to complete a new solicitation combining LST and Early Start To Emancipation Program (ESTEP) Services;

WHEREAS, pursuant to Section 2.0, CHANGES AND AMENDMENTS, Subsection 2.2 of the Agreement, the following changes are made to the Agreement;

NOW THEREFORE, in consideration of the foregoing and mutual consent herein, the Agreement is modified as follows:

1. Section 1.0, APPLICABLE DOCUMENTS, Subsection 1.2 is amended to add Exhibit B-4 and Exhibit P and to read as follows:
  - 1.2 Exhibits: A, A-1, B, B-1, B-2, B-3, B-4, C, C-1, D, E, F, G, H, I, J, K, L, M, N, O, and P, set forth below, are attached to and incorporated by reference into this Agreement.
2. Section 1.0, APPLICABLE DOCUMENTS, Subsection 1.3 is amended to add Exhibit B-4 and Exhibit P and to read as follows:
  - 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
Exhibit A-1	Community Colleges Listing
Exhibit B	Budget for October 3, 2000 to September 30, 2003
Exhibit B-1	Monthly ILP Invoice and Monthly Expenditure Detail
Exhibit B-2	Budget for October 01, 2003 to September 30, 2005
Exhibit B-3	LST Budget for Amendment Number Two
Exhibit B-4	Budget for July 01, 2006 to June 30, 2007
Exhibit C	Employee Acknowledgement And Confidentiality Agreement
Exhibit C-1	Non-employee Acknowledgement And Confidentiality Agreement
Exhibit D	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit E	Community Business Enterprise (CBE) form
Exhibit F	Certification of Independent Price Determination
Exhibit G	Contactor's Equal Employment Opportunity (EEO) Certification
Exhibit H	Internal Revenue Notice 1015
Exhibit I	Child Support Compliance Program Certification
Exhibit J	Jury Service Program Certification
Exhibit K	Safely-surrendered Baby Law Fact sheet
Exhibit L	Office of Management and Budget Circular A-122
Exhibit M	County Administration
Exhibit N	Contractor Administration
Exhibit O	Contractor's obligation under HIPAA
Exhibit P	Charitable Contributions Certification

3. Section 4.0, TERM AND TERMINATION is amended to read as follows:

4.0 TERM AND TERMINATION

The term of this Agreement shall commence on October 03, 2000 and shall continue through June 30, 2007, unless terminated earlier as provided herein.

4. Section 5.0, CONTRACT SUM, Subsection 5.1.1 is amended as follows:

- 5.1.1 The Maximum Contract sum payable under this AGREEMENT for the complete term of the AGREEMENT from October 3, 2000 through June 30, 2007, shall not exceed \$14,513,587.

5. Section 5.0, CONTRACT SUM is amended to add Subsection 5.1.8 as follows:

5.1.8 The Maximum Annual Contract Sum for the period from July 1, 2006 through June 30, 2007, shall not exceed \$2,150,161.

6. Section 10.0 ASSIGNMENT/DELEGATION is deleted in its entirety and replaced as follows:

#### 10.0 ASSIGNMENT AND DELEGATION BY CONTRACTOR

10.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 10.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

10.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

10.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination,



COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

7. Section 41.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT is deleted in its entirety and replaced as follows:

- 41.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 41.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 41.3 The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 41.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 41.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The

CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 41.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 41.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 41.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 41.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment

or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 41.10 These terms shall also apply to Subcontractors of COUNTY Contractors.
8. Sections 66.0 to 75.0 are added to the Agreement as follows:

66.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and The Community College Foundation (TCCF), hereinafter referred to as "CONTRACTOR."

67.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

68.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

69.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit P, the County seeks to ensure that all COUNTY CONTRACTORS

which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

#### 70.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### 71.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

#### 72.0 PUBLICITY

72.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

72.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

72.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

72.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 72.0 shall apply.

#### 73.0 TERMINATION FOR INSOLVENCY

73.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

73.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

73.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

73.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

73.2 The rights and remedies of the COUNTY provided in this Section 73.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 74.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY

shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

75.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

9. Attached to this Amendment Number Three, and incorporated by reference, are the following Exhibits:

Exhibit B-4 Budget for July 01, 2006 to June 30, 2007  
Exhibit P Charitable Contributions Certification

**EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER THREE, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NUMBER 73059 AND AMENDMENTS ONE THROUGH TWO THERETO, SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 73059**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer(s) on the \_\_\_\_\_ day of \_\_\_\_\_, 2006. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., COUNTY COUNSEL

BY \_\_\_\_\_  
David Beaudet, Deputy County Counsel

The Community College Foundation  
LIFE SKILLS TRAINING PROGRAM  
July 1, 2006-June 30, 2007 Budget

**PERSONNEL COSTS**

Yearly					
		% Time	Number FTE		Amount
A. SALARIES & WAGES					
Regional Director	\$ 90,000.00	30%	1.00	\$	27,000.00
Program Manager	\$ 60,000.00	50%	1.00	\$	30,000.00
Program Coordinator	\$ 45,215.00	100%	1.75	\$	79,126.25
Outreach Advisor	\$ 34,809.00	100%	16.00	\$	556,944.00
Administrative Assistant Avg. Salary	\$ 28,000.00	100%	4.00	\$	112,000.00
Peer Counselors	\$ 13,520.00	13.85%	16.00	\$	29,960.32
<b>Total Salaries &amp; Wages</b>					<b>\$ 835,030.57</b>

**B. EMPLOYEE BENEFITS**

Medical/Dental			13.00	\$	109,554.00
Professional Liability Insurance			1.10	\$	9,500.00
Social Security			7.65	\$	66,765.80
State Unemployment			3.90	\$	7,631.89
Workmen's Comp			1.10	\$	9,600.31
Life Insurance			0.27	\$	2,255.00
<b>Total Benefits</b>					<b>\$ 205,307.00</b>

**C. CONSULTANT**

Curriculum/Service				\$	1,500.00
Network Admin				\$	7,500.00
<b>Total Consultants</b>					<b>\$ 9,000.00</b>

**TOTAL PERSONNEL COSTS** **\$ 1,049,337.57**

**NON-PERSONNEL COSTS****D. TRANSPORTATION AND TRAVEL**

Mileage	Rate/Mile	\$ 0.31	50000.00	\$	15,500.00
Travel & Conferences				\$	10,720.00
<b>Total Transportation</b>					<b>\$ 26,220.00</b>

**E. FACILITIES COSTS**

Space Rental				\$	42,000.00
Telephone	\$ 140.00	12	18.00	\$	30,240.00
<b>Total Facilities</b>					<b>\$ 72,240.00</b>

**F. CONSUMABLES SUPPLIES**

Misc. Supplies				\$	15,000.00
Skills Materials				\$	14,432.00
<b>Total Consumables</b>					<b>\$ 29,432.00</b>

**G. EQUIPMENT**

Furniture				\$	2,000.00
Phone Installation				\$	2,000.00
Copier Lease & Service Agreement				\$	6,000.00
Computer				\$	10,000.00
Postage Meter Lease				\$	3,200.00
<b>Total Equipment</b>					<b>\$ 23,200.00</b>

**H. OTHER**

Youth Advisory Committee	\$ 400	4.00		\$	1,600.00
Staff Development				\$	7,500.00
Incentives				\$	155,800.00
<b>Total Other</b>					<b>\$ 164,900.00</b>



**I. TOTAL SUBCONTRACTS**

		Hrs	Number		
Group Homes	\$ 150.00	80	1.00	\$	12,000.00
Community College Youth Training	\$ 205.00	30	82.00	\$	504,300.00
Food	\$ 99.00	738 sessions		\$	73,062.00

<b>Total College Subcontracts</b>	<b>\$ 589,362.00</b>
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**TOTAL NON-PERSONNEL COSTS**

<b>SUBTOTAL</b>	<b>\$ 1,954,692.00</b>
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<b>Foundation Management @ 10%</b>	<b>\$ 195,469.00</b>
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<b>TOTAL</b>	<b>\$ 2,150,160.57</b>
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**CHARITABLE CONTRIBUTIONS CERTIFICATION**


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 Company Name

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 Address

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 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION****YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( )

( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

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 Signature

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 Date

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 Name and Title (please type or print)

**AMENDMENT NUMBER FOUR TO AGREEMENT NUMBER 74076  
WITH THE COMMUNITY COLLEGE FOUNDATION (TCCF) FOR  
EARLY START TO EMANCIPATION PROGRAM (ESTEP) SERVICES**

This Amendment Number Four (hereafter, Amendment) to Agreement Number 74076 for Early Start to Emancipation Program services (hereafter, Agreement) is made and entered into at Los Angeles, California this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Los Angeles (hereafter "COUNTY") and The Community College Foundation (hereinafter "CONTRACTOR").

**W I T N E S S E T H**

WHEREAS, the parties have previously entered into an Agreement for the provision of Early Start To Emancipation Program (ESTEP) Services;

WHEREAS, the parties agree to extend the term of the Agreement to allow the COUNTY time to complete a new solicitation combining Life Skills Training (LST) and ESTEP Services;

WHEREAS, pursuant to Section 2.0, CHANGES AND AMENDMENTS, Subsection 2.2 of the Agreement, the following changes are made to the Agreement;

NOW THEREFORE, in consideration of the foregoing and mutual consent herein, the Agreement is modified as follows:

1. Section 1.0, APPLICABLE DOCUMENTS, Subsection 1.2 is amended to add Exhibit B-4 and Exhibit S and to read as follows:
  - 1.2 Exhibits: A, A-1, B, B-1, B-2, B-3, B-4, C, C-1, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S, set forth below, are attached to and incorporated by reference into this Agreement.
2. Section 1.0, APPLICABLE DOCUMENTS, Subsection 1.3 is amended to add Exhibit B-4 and Exhibit S and to read as follows:
  - 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
	Attachment 1 Educational Assessment Form
	Attachment 2 Sample Monthly Report
	Attachment 3 ESTEP Referral Forms (DCFS: 3A/Probation:3B)
	Attachment 4 Emancipation Preparation Contract (DCFS Form 5205)
	Attachment 5 Case Activity Log (DCFS Form 1950)
	Attachment 6 ESTEP Practicum Curriculum
	Attachment 7 Community College Locations
Exhibit A-1	Performance Requirement Summary
Exhibit B	Budget
Exhibit B-1	Budget, July 2003-June 2005
Exhibit B-2	Supplemental Budget, July 1, 2005 to September 30, 2005
Exhibit B-3	Supplemental Budget, October 1, 2005 to March 31, 2006
Exhibit B-4	Budget for July 01, 2006 to June 30, 2007
Exhibit C	Contractor's Equal Employment Opportunity (EEO)
Exhibit D	Community Business Enterprise Form (CBE)
Exhibit E	Employment Acknowledgement and Confidentiality Agreement
Exhibit E-1	Non-Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit F	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit G	Internal Revenue Services Notice 1015
Exhibit H	Community College Districts
Exhibit I	Sample Community College Subcontract
Exhibit J	Certification of Independent Price Determination
Exhibit K	County of Los Angeles Contractor Employee Jury Service Program
Exhibit K-1	Contractor Employee Jury Service Application for Exception and Certification Form
Exhibit L	Office of Management and Budget Circular A-110 Office of Management and Budget Circular A-122 Office of Management and Budget Circular A-133
Exhibit M	Child Support Compliance Program
Exhibit N	Quality Assurance Plan
Exhibit O	Safely Surrendered Baby Law
Exhibit P	County Administration
Exhibit Q	Contractor Administration
Exhibit R	Contractor's obligation under HIPAA
Exhibit S	Charitable Contributions Certification

3. Section 3.0, TERM AND TERMINATION, is amended to add Subsection 3.5 as follows:

- 3.5 The term of this Agreement shall continue from July 01, 2006 through June 30, 2007, unless terminated earlier as provided herein.

4. Section 4.0, CONTRACT SUM, Subsection 4.1 is amended to read as follows:

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0 Payment and Invoices, provided that the total amount payable under this Agreement is \$11,937,825 Maximum Contract Sum.

5. Section 4.0, CONTRACT SUM Subsection 4.3 is amended to read as follows:

- 4.3 The Maximum Contract Sum payable under this Agreement, for the complete term of the Contract from July 9, 2002 through June 30, 2007, shall not exceed \$11,937,825.

6. Section 4.0, CONTRACT SUM is amended to add Subsection 4.3.6 as follows:

- 4.3.6 The total amount payable under Amendment Number Four of this Agreement is \$2,387,565 for the 12 months extension period from July 1, 2006 through June 30, 2007.

7. Section 13.0 ASSIGNMENT/DELEGATION OF RIGHTS is deleted in its entirety and replaced as follows:

#### 13.0 ASSIGNMENT AND DELEGATION BY CONTRACTOR

- 13.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of

this Section 13.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

13.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

13.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8. Section 26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT is deleted in its entirety and replaced as follows:

26.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

26.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is

not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 26.3 The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 26.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 26.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 26.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 26.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 26.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 26.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 26.10 These terms shall also apply to Subcontractors of COUNTY Contractors.
9. Sections 64.0 to 72.0 are added to the Agreement as follows:
- 64.0 PARTIES TO THE CONTRACT
- The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and The Community College Foundation (TCCF), hereinafter referred to as "CONTRACTOR."



65.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

66.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

67.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit S, the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

68.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

69.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

70.0 TERMINATION FOR INSOLVENCY

70.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

70.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

70.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

70.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

70.2 The rights and remedies of the COUNTY provided in this Section 70.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

71.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the

last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

72.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

10. Attached to this Amendment Number Four, and incorporated by reference, are the following Exhibits:

Exhibit B-4 Budget for July 01, 2006 to June 30, 2007  
Exhibit S Charitable Contributions Certification

**EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER FOUR, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NUMBER 74076 AND AMENDMENTS ONE THROUGH THREE THERETO, SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AMENDMENT NUMBER FOUR TO AGREEMENT NUMBER 74076**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer(s) on the \_\_\_\_\_ day of \_\_\_\_\_, 2006. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., COUNTY COUNSEL

BY \_\_\_\_\_  
David Beaudet, Deputy County Counsel

**The Community College Foundation  
Early Start to Emancipation Program  
July 1, 2006-June 30, 2007 Budget**

**PERSONNEL COSTS**

	Yearly	Number Full time Equivalent	Part Time Emp.	Length of year	Total for Year
<b>A. SALARIES &amp; WAGES</b>					
Regional Director	\$ 112,445.00	0.25		100%	\$ 28,111.25
Program Managers	\$ 60,000.00	2.00		100%	\$ 120,000.00
Program Coordinator	\$ 48,410.00	2.00		100%	\$ 96,821.00
Emancipation Preparation Advisor					
Average Salary	\$ 34,000.00	12.00		100%	\$ 408,000.00
Administrative Assistant	\$ 30,000.00	2.00		100%	\$ 60,000.00
Clerk	\$ 24,120.00	2.00		100%	\$ 48,240.00
Master Tutors (40 youth tutored)					
Part Time @ \$15/hr (1)	\$ 30,000.00	6.00		100%	\$ 180,000.00
Peer Counselors	\$ 4,875.00		24.00	100%	\$ 117,000.00
Part Time @ \$6.75/hr Appx 14 hrs/week					
Tutors (456 youth tutored)	\$ 2,860.00		112.00	100%	\$ 320,320.00
Part Time @ \$11/hr: 4 youth tutored for 65 hours/youth (2)					
<b>Total Salaries &amp; Wages</b>					<b>\$ 1,378,492.25</b>

**B. EMPLOYEE BENEFITS**

	Percentage of Salary	
Medical/Dental (Tutors, Peer Counselors not included)	11.00	\$ 114,226.00
Professional Liability Insurance	1.00	\$ 13,785.00
Social Security	7.65	\$ 105,455.00
State Unemployment (1)	3.85	\$ 25,528.00
Workmen's Comp	1.10	\$ 15,163.00
Life Insurance	0.27	\$ 3,700.00
<b>Total Benefits</b>		<b>\$ 277,857.00</b>

**C. CONSULTANT**

Curriculum & Materials Development	\$ 5,000.00
Computer Network Admin	\$ 20,000.00
<b>Total Consultants</b>	<b>\$ 25,000.00</b>

**TOTAL PERSONNEL COSTS****\$ 1,681,349.25****NON-PERSONNEL COSTS****D. TRANSPORTATION AND TRAVEL**

Mileage	2903 Miles per staff @	28.25 staff	\$ 0.31 per mile	\$ 25,425.00
Travel & Conferences	4 trips to meet w/ fiscal personnel	2 staff	\$ 400.00 per trip	\$ 3,200.00
<b>Total Transportation</b>				<b>\$ 28,625.00</b>

**E. FACILITIES COSTS**

Office Rent (5043 Sq Feet @1.58 per Sq Ft)	2468 sq ft@	49%	12 months	\$ 46,800.00
Telephone	\$50 per month@	20.25	12 months	\$ 12,150.00
<b>Total Facilities</b>				<b>\$ 58,950.00</b>

**F. CONSUMABLES SUPPLIES**

Business Cards	18.25 staff@	\$ 50.00 per person	\$ 912.50
Postage	12 Months@	\$ 500.00 per month	\$ 6,000.00
Paper/Printing	12 Months@	\$ 300.00 per month	\$ 3,600.00
Other	12 Months@	\$ 150.00 per month	\$ 1,800.00
Tutoring Materials	496 Sets@	\$ 50.00 per set	\$ 24,800.00
Fingerprints	146 Sets@	\$ 24.00 per set	\$ 3,504.00
Food for Practicum	72 sessions	\$ 148.50 for 22 youth per session	\$ 10,692.00
<b>Total Consumables</b>			<b>\$ 51,308.50</b>

**G. EQUIPMENT**

unit cost

**EXHIBIT B-4**

	4 Phones	\$	217.00	\$	866.40
	4 Phone Install	\$	217.00	\$	866.80
Postage Meter Lease				\$	4,000.00
Copier Lease	50% @	\$	8,000.00	\$	4,000.00
<b>Total Equipment</b>				<b>\$</b>	<b>9,733.20</b>

**H. OTHER**

Staff Development				\$	10,000.00
<b>Total Other</b>				<b>\$</b>	<b>10,000.00</b>

**I. COLLEGE SUBCONTRACTS (3)**

12 Colleges - Instruction Materials	\$	20.00	Per Youth	66 youth	\$	15,840.00
12 Colleges - 5 ongoing days/3 grps	\$	215.00	Per Hour	60 hours	\$	154,800.00
12 Colleges - Food for 22 Youth for 3 groups	\$	148.50	Per Day	15 days	\$	26,730.00
12 Colleges - Ongoing incentives	\$	49.00	Per Youth	66 youth	\$	38,808.00
<b>Total College Subcontracts</b>					<b>\$</b>	<b>236,178.00</b>

**TOTAL NON-PERSONNEL COSTS** **\$ 394,794.70**

**SUBTOTAL** **\$ 2,076,143.45**

**Foundation Management @ 15%** **\$ 311,421.52**

**TOTAL** **\$ 2,387,564.97**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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 Company Name

---

 Address

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 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

### CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( )

( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

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 Signature

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 Date

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 Name and Title (please type or print)

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, Sacramento, CA 95814



March 15, 2006

**ATTACHMENT C**

Mr. Walter Chan, Manager  
County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
425 Shatto Place  
Los Angeles, California 90020

Dear Mr. Chan:

**SUBJECT: REQUEST FOR NEGOTIATED PROCUREMENT OF ILP CONTRACTS**

Your letter of March 9, 2006, asks the approval of this Department for an extension of 12 months of two existing County contracts with the Community College Foundation (CCF) for Independent Living Program (ILP) services for the period of July 1, 2006, through June 30, 2007. Your request is approved.

One contract is for Life Skills Training (LST). This contract, which originated during or about 2000, had an original expiration date of September 30, 2003. On May 28, 2003, CDSS approved a negotiated re-procurement of this contract for the period of October 1, 2003, through September 30, 2005. On September 7, 2005, CDSS approved another negotiated re-procurement of this contract for the period of October 1, 2005, through June 30, 2006.

The other contract is for Early Start to Emancipation Preparedness (ESTEP) services. The ESTEP contract was originally procured by negotiation in 2002 for a term ending June 30, 2003. On May 28, 2003, this Department approved negotiated procurement of a two-year term of the ESTEP contract, to June 30, 2005. On May 4, 2005, CDSS approved a further three-month negotiated re-procurement of this contract, to September 30, 2005, to make its expiration concurrent with the LST contract. The purpose of this three-month approval was to allow the County sufficient time to conduct a combined advertised procurement for the ESTEP and LST services. On September 7, 2005, CDSS approved another negotiated re-procurement of this contract for the period of October 1, 2005, through June 30, 2006.

Your request for an additional 12-month negotiated contract term for the ESTEP and LST services is based upon the following factors:



Mr. Walter Chan  
Page Two

- The County plans to, in essence, replace the services provided by the current ESTEP and LST contractors with a new program, Youth Development Services (YDS).
- The County prepared a solicitation for an advertised procurement of the new YDS program under one countywide contract with a start date of July 1, 2006.
- Before the release of the Request for Proposals (RFP) for a single countywide YDS contract, the County determined that it would be preferable to procure YDS under multiple contracts.
- The County, in order to avoid an interruption of ESTEP and LST services, requires negotiated procurement of additional 12-month terms of the contracts for those services while it restructures the RFP to procure YDS under multiple contracts.

Your request is for approval to conduct negotiated procurements with the California Community College Foundation pursuant to regulation section 23-650.18, "Other situations, where unique circumstances necessitate procurement by negotiation ..." We have determined, based upon the information you submitted, that your request comes within this condition. Your request is therefore approved. Our approval is for contract terms of no more than 12 months procured by negotiation for periods beginning on or about July 1, 2006. The incumbent contractor, the Community College Foundation, may be, but need not be, the selected contractor.

Please contact me at (916) 657-1889 if you have any questions about this matter.

Sincerely,



ANDREW J. KRAUS III, Chief  
Contracts and Financial Analysis Bureau